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Significant developments and decisions in Singapore

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In summary

This article summarises the key developments and decisions on international arbitration in Singapore between March 2022 and February 2023.

Discussion points

- Highlights from the Singapore International Arbitration Centre's Annual Report 2022
- Legislative developments concerning international arbitration
- Significant judgments handed down by the Singapore courts in relation to international arbitration

Referenced in this article

- Legal Profession Act 1966
- International Arbitration Act 1994
- United Nations Commission on International Trade Law Model Law on International Commercial Arbitration
- *National Oilwell Varco Norway AS v Keppel FELS Ltd*
- *CEF & Anor v CEH*
- *Anupam Mittal v Westbridge Ventures II Investment Holdings*
- *CVG v CVH*
- *CKH v CKG*
- *CNQ v CNR*

Overview

In 2022, the Singapore International Arbitration Centre (SIAC) recorded 357 new case filings. Recovery from the covid-19 pandemic has continued to gather pace so far in 2023, with an all-time high of 332 new (and related) case filings in the first quarter of 2023 alone.

Of the 357 new case filings in 2022, 336 (94 per cent) were administered by the SIAC (446 (95 per cent) in 2021). The remaining 21 (6 per cent) were ad hoc appointments.

The percentage share of new international cases increased in 2022 to 88 per cent (86 per cent in 2021). Parties from 65 jurisdictions (64 in 2021) chose to arbitrate at the SIAC. India, the United States and China continued to top the foreign user rankings, with the remaining top 10 foreign users hailing from the Association of Southeast Asian Nations (ie, Malaysia, Indonesia, Thailand and Vietnam), South Korea, the United Kingdom and Australia.

The total sum in dispute for new case filings in 2022 stood at US$5.61 billion (US$6.54 billion in 2021). The average sum in dispute for all new case filings was US$21.43 million and the average sum in dispute for new SIAC-administered cases was US$22.33 million.

There were 340 arbitrator appointments in 2022, comprising 145 arbitrators appointed by the SIAC, and 195 arbitrators nominated and confirmed by the SIAC. In line with the SIAC's commitment to diversity, arbitrators from 36 jurisdictions were appointed in 2022 and 46.2 per cent (35.8 per cent in 2021) of the 145 arbitrators appointed by the SIAC were women.

Framework for conditional fee arrangements in operation

On 4 May 2022, Singapore's framework for conditional fee agreements (CFAs) under Part 8A of the Legal Profession Act 1966 came into effect.[1] CFAs are mutually agreed arrangements by which lawyers may, subject to the framework's requirements, receive a payment of all or part of their fees only in certain agreed circumstances (eg, where the claim is successful). CFAs may take the form of uplift fee; no win, no fee; and no win, less fee arrangements. Damages-based agreements, wherein uplift fees are computed as a percentage or proportion of the damages awarded, are not allowed. The use of third-party funding with CFAs is not prohibited (eg, using a third-party funder to fund the discounted legal fees charged under a no win, less fee arrangement).

1 Cap 161, 2020 Rev Ed.

CFAs may be entered into between Singapore lawyers or law firms and certain registered foreign lawyers or law firms and their clients in relation to international and domestic arbitration proceedings, certain proceedings at the Singapore International Commercial Court (SICC), and related court and mediation proceedings, subject to safeguards to prevent abuse. The safeguards include the following:

- The lawyer must give the client certain information on the proposed CFA before it is entered into. This includes:
    - the nature and operation of the CFA and its terms;
    - the client's right to seek independent legal advice before entering into the CFA;
    - that uplift fees cannot be recovered as part of an adverse costs order against the losing party; and
    - the client's continued liability for any costs orders that may be made against the client by the court or tribunal.
- The CFA must include the following terms:
    - particulars of the specified circumstances in which remuneration and costs or any part thereof are payable to the lawyer under the CFA;
    - particulars of any uplift fee, if applicable;
    - a five-day cooling-off period after a CFA is entered into, during which either party may terminate the CFA by written notice;
    - a term to the effect that any variation of the CFA must be in writing and expressly agreed to by all parties to the CFA, and for variation on costs issues, there must be a three-day cooling-off period after the CFA is varied during which either party may terminate the variation agreement by written notice; and
    - a term to the effect that, upon the termination of the CFA during the five- or three-day cooling-off period, the client is not liable for any remuneration or costs incurred during the cooling-off period except those incurred for any service performed during the cooling-off period that was expressly instructed by or agreed to by the client.

Memoranda of understanding between SIAC and other institutions

The SIAC entered into several memoranda of understanding with the following arbitral institutions to promote international arbitration as the preferred method of dispute resolution for international disputes:

- the National Commercial Arbitration Centre, Cambodia (24 March 2022);
- the Madrid International Arbitration Centre, Spain (20 April 2022);

- the National and International Arbitration Centre of the Lima Chamber of Commerce, Peru (6 May 2022);
- the In-House Counsel Forum, South Korea (18 July 2022);
- the Chongqing Yuzhong District People's Government, China (31 October 2022);
- the Federation of Indian Corporate Lawyers, India (26 November 2022);
- the China Council for the Promotion of International Trade Hangzhou Committee, China (29 November 2022); and
- the Shanghai University of Political Science and Law, China (1 December 2022).

Under these memoranda of understanding, the parties will, among other things, work together to:

- promote international arbitration;
- jointly organise in-person, hybrid and virtual conferences, seminars and workshops or other events on international arbitration;
- arrange or request the use of hearing facilities at preferential rates; and
- conduct staff training programmes.

SICC model jurisdiction clause for international arbitration matters

On 12 January 2023, the SICC launched a model clause for arbitration-related matters under the International Arbitration Act 1994 (IAA) to allow parties to an international arbitration seated in Singapore to select the SICC as their choice of curial court.[2] The wording of the new model clause can generally be included in any arbitration agreement and has been adopted by the SIAC as part of its model arbitration clause.

Case law

The following is a summary of some of the more significant judgments released between March 2022 and February 2023:

- In *National Oilwell Varco Norway AS v Keppel FELS Ltd*,[3] the Court of Appeal permitted a company that was unnamed in an arbitral award to enforce the award despite the award having been issued in favour of a different (dissolved) company.
- In *CEF & Anor v CEH*,[4] the Court of Appeal held that the no-evidence rule should not be adopted as part of Singapore law.

2 Cap 143A, 2002 Rev Ed.
3 [2022] SGCA 24.
4 [2022] SGCA 54.

- In *Anupam Mittal v Westbridge Ventures II Investment Holdings*,[5] the Court of Appeal held that the arbitrability of a dispute is, in the first instance, determined by the proper law of the arbitration agreement, not the law of the seat of arbitration.
- In *CVG v CVH*,[6] the General Division of the High Court rejected the enforceability of an emergency award on grounds of procedural irregularity.
- In *CKH v CKG*,[7] the Court of Appeal upheld a SICC decision to partially set aside an award on account of the tribunal's breach of the rules of natural justice in the making of the award.
- In *CNQ v CNR*,[8] the High Court dealt with prejudgment allegations in relation to an International Chamber of Commerce (ICC) arbitral award.

Company unnamed in arbitral award permitted to enforce the award

In *National Oilwell Varco Norway AS v Keppel FELS Ltd*, the Court of Appeal of Singapore permitted a company that was not named in an arbitral award to enforce the award despite the award having been issued in favour of a different (dissolved) company.

Keppel FELS Ltd (KFL) and Norwegian company Hydralift AS entered into a manufacturing contract in 1996. When disputes arose, the parties sought to resolve them for the better part of a decade before KFL eventually commenced arbitration in 2007. By then, Hydralift had undergone corporate restructuring (mergers) under the Norwegian Private Limited Liability Companies Act and been struck from the Norwegian register of companies. The resultant company – National Oilwell Varco Norway AS (NOV Norway) – bore a different company registration number.

Throughout the arbitration, NOV Norway concealed the mergers and Hydralift's dissolution from KFL and the arbitral tribunal, and even impersonated Hydralift. The parties' pleadings, evidence and submissions in the arbitration referred to and named Hydralift as the respondent. The tribunal issued its award dismissing KFL's claim and allowing the counterclaim in favour of Hydralift. It was then that NOV Norway surfaced to enforce the award against KFL.

In considering whether the award in favour of Hydralift could be enforced by NOV Norway, the Court of Appeal framed the test as an assessment of whether the name stated in the award, seen objectively against the relevant factual and legal background, was nothing more than the incorrect name of the legal person the award was, in fact and in law, to be enforced in favour of or against. The test is an objective one, unencumbered by the counterparty's and the tribunal's state

5 [2023] SGCA 1.
6 [2022] SGHC 249.
7 [2022] SGCA(I) 4.
8 [2022] SGHC 267.

of knowledge. Crucially, the test disregards any motivations for perpetuating the erroneous state of affairs, such as a party hedging to defeat enforcement of a potential adverse award down the line.

Where all that had happened was a failure to reflect a change of name within the arbitration, the test would appear to be easily satisfied. Where the arbitration record had not kept pace with corporate changes, however, the issue is thornier – the relevant court would have to construe the legislation underpinning the corporate changes and determine whether its effect was to extend the legal identity of the old entity to the new.

In this case, the Court of Appeal focused on the substantive effect of the mergers and gave weight to its finding that the legal personality of Hydralift continued in NOV Norway because:

- Norwegian legislative materials emphasised the continuation of the business of the assigning company (ie, Hydralift) and 'the assigning company is considered to be carried on in the assignee company';
- in legal proceedings where the claimant has been dissolved following a merger, Norwegian law recognises that the claimant's name could be rectified (as opposed to the claimant being substituted) by the assignee's name; and
- the assigning company's assets, rights, liabilities and obligations are transferred wholesale by operation of Norwegian law as a result of the merger, subject to contractual prohibitions on transfers.

The Court of Appeal therefore allowed NOV Norway to enforce the award.

No-evidence rule not part of Singapore law

In *CEF & Anor v CEH*, the Court of Appeal held that a rule to the effect that an award containing findings of fact made with no evidential basis is liable to be set aside for breach of natural justice (ie, the no-evidence rule) should not be adopted as part of Singapore law.

The majority of the arbitral tribunal found that CEH had been induced by CEF's misrepresentations to enter into a contract under which CEF was to design and construct a steel-making plant for CEH. The tribunal ordered, among other things, CEF to repay the contract price to CEH less certain amounts (to account for two loans that CEF had extended to CEH, and to account for CEH's use of the plant after it had been completed and the diminution in value of the plant) (the Repayment Order) and CEF to pay CEH damages under the Misrepresentation Act (the Damages Order). In making the Damages Order, the tribunal noted deficiencies in CEH's evidence of loss, but nevertheless chose to apply a flexible approach by awarding 25 per cent of each head of loss claimed.

CEF sought to set aside the award, claiming that:

- the tribunal breached the no-evidence rule in making the Repayment Order as it had determined the diminution in value of the plant without any evidence from the parties on the current value of the plant or the diminution in its value; and
- the Damages Order was made contrary to natural justice as CEF was not given a reasonable opportunity to present its case, or evidence of the loss or expense allegedly incurred by CEH.

The Court of Appeal rejected the appellants' submission against the Repayment Order, declining to adopt the position taken in the Australia and New Zealand cases cited by CEF. The Court of Appeal held that adopting the no-evidence rule would contravene the policy of minimal curial intervention in arbitral proceedings and would instead be an impermissible invitation to the courts to reconsider the merits of a tribunal's findings of fact as if a setting-aside application were an appeal.

The Court of Appeal added that, even if the no-evidence rule were to be adopted in Singapore, it cannot in any event apply to a situation where (as in this case) the tribunal had no evidence before it on a material issue of fact because the party who bore the burden of proof on that issue failed to adduce any such evidence. The Court of Appeal observed that CEH had, in the arbitration, pleaded its best case on rescission, the issue of the diminution in value of the plant was a live issue throughout the arbitration and that CEF had simply chosen not to present its case on the diminution in value of the plant in response.

Finally, concerning the Damages Order, the Court of Appeal accepted CEF's argument and set aside the damages part of the award. The Court of Appeal agreed that the tribunal's reasoning was not regarding which parties had received reasonable notice and it did not have sufficient nexus to the parties' arguments. Given the deficiencies in CEH's evidence on loss, the parties' reasonable expectation was that the tribunal would only award the losses that were proven, but not the application of an apparently random figure of 25 per cent.

Arbitrability of dispute is determined by law governing arbitration agreement

In *Anupam Mittal v Westbridge Ventures II Investment Holdings*, the Court of Appeal held that the arbitrability of a dispute is, in the first instance, determined by the proper law of the arbitration agreement, not the law of the seat of arbitration.

The appellant and respondent entered into a shareholder agreement that provided for disputes 'relating to the management of the [company] or relating to any matters set out in [the shareholders agreement]' to be referred to arbitration in Singapore. When disputes arose regarding, among other things, the company's management, board composition and potential sale, the appellant commenced

an action for shareholder oppression and company mismanagement in the courts of Mumbai, India.

The respondent sought a permanent anti-suit injunction from the General Division of the High Court of Singapore on the grounds that the dispute fell within the scope of the arbitration agreement and ought to be arbitrated. It also submitted that the question of arbitrability was governed by the law of the seat (ie, Singapore), under which oppression and mismanagement claims were arbitrable.

The appellant opposed the anti-suit injunction, arguing, among other things, that disputes relating to oppression and mismanagement were not arbitrable under Indian law, which applied as the law governing the arbitration agreement.

The High Court held that the law of the seat determined subject matter arbitrability at the pre-award stage; applying the law of the seat, the dispute was arbitrable, and the High Court accordingly granted the anti-suit injunction. On appeal, the Court of Appeal ruled that the arbitrability of a dispute is, in the first instance, determined by the law governing the arbitration agreement, holding that:

- if the law governing the arbitration agreement is a foreign law and that law provides that the subject matter of the dispute cannot be arbitrated, the Singapore court will not allow the arbitration to proceed because it would be contrary to public policy – albeit a foreign one – to enforce the arbitration agreement; and
- although the law of the seat applies to determine arbitrability at the post-award stage, this would not produce anomalous results; under section 11 of the IAA (which provides that '[a]ny dispute which the parties have agreed to submit to arbitration under an arbitration agreement may be determined by arbitration unless it is contrary to public policy to do so'), where a dispute may be arbitrable under the law of the arbitration agreement but Singapore law – as the law of the seat – considers that dispute non-arbitrable, the arbitration would not be able to proceed.

In both cases, it would be contrary to public policy to permit such an arbitration to take place.

While the Court of Appeal took a different approach to the High Court in identifying the law governing the issue of arbitrability, the outcome was the same. The Court of Appeal found that Singapore law was the proper law of the arbitration agreement and the law of the seat, even though the contract was governed by Indian law. Applying Singapore law, the Court of Appeal noted that 'practically all' of the appellant's complaints in the Mumbai proceedings could be said to relate either to the management of the company or to the shareholder agreement. The fact that the allegations might eventually support a finding of oppression did not take them out of the categories of disputes covered by the arbitration agreement. The Court of Appeal therefore found that the appellant had

breached the arbitration agreement in commencing the Mumbai proceedings and that there was no basis to discharge the anti-suit injunction, and dismissed the appeal.

Enforceability of interim awards made by emergency arbitrator in non-Singapore-seated arbitration

In *CVG v CVH*, the General Division of the High Court confirmed that an interim award made by an emergency arbitrator in an arbitration seated outside Singapore was, in principle, enforceable in Singapore, although the High Court ultimately declined to enforce the emergency award on grounds of procedural irregularity.

The parties in *CVG v CVH* were in the franchise business. The defendant had been the claimant's franchisee in Singapore, and the Singapore franchise business was governed by four different franchise agreements (the Four Agreements). Disputes then arose with respect to certain alleged breaches of the Four Agreements.

On 20 May 2022, the defendant purported to terminate the Four Agreements on grounds of the claimant's material breaches or anticipatory repudiation of the same. The defendant consequently disassociated itself from the claimant's corporate group. The claimant then removed the defendant's access to its corporate group in Singapore. The defendant considered this to be the claimant's acceptance of the defendant's termination of the Four Agreements.

In June 2022, the claimant commenced arbitration at the International Centre for Dispute Resolution. The seat of arbitration was the US state of Pennsylvania, and the arbitration was governed by Pennsylvania law. The claimant also filed an application to seek emergency measures for an injunction to enforce certain post-termination provisions in the Four Agreements. However, in the post-hearing submissions, the claimant took the position that it '[did] not consider the agreements to have been terminated' yet. This was a new argument that had not been raised previously.

On 15 June 2022, the emergency arbitrator issued an award granting relief, which restored the positions of the parties to those that they held before the defendant terminated the Four Agreements (ie, granting relief on the basis of the claimant's denial that the Four Agreements had been validly terminated). The claimant then filed an application to enforce the award to the High Court, to which the defendant objected.

The defendant argued that an interim award by an emergency arbitrator in a non-Singapore-seated arbitration is not enforceable in Singapore, because the definition in the IAA of 'arbitral tribunal' was amended in 2012 to include 'an emergency arbitrator' in Parts I and II, but not in Part III, which deals with the enforcement of foreign awards. The High Court dismissed this argument,

taking a purposive approach in interpreting the 2012 amendments to the IAA and holding that the legislative intention was plainly to make the IAA applicable to foreign interim awards by emergency arbitrators.

However, the High Court refused the enforcement of this emergency award on grounds that it violated principles of natural justice. The High Court found that the circumstances in which the emergency award was made did not give the defendant an opportunity to present its case with respect to the claimant's new case that was raised only in its post-hearing submissions and, even then, it was raised in the alternative. However, the emergency arbitrator made the award after the parties made their post-hearing submissions without hearing any further submissions. The emergency arbitrator simply did not give the defendant any opportunity to resist the claimant's alternative application for relief based on the claimant's new case.

Grounds for breach of rules of natural justice for setting-aside awards clarified

CKH v CKG is one of the rarer occasions where a setting-aside application was successful, at least in part. This is a case of an appeal against the decision of the SICC in *CKG v CKH*[9] regarding the setting aside of an arbitral award under:

- section 24(b) of the IAA, which provides for setting aside an arbitral award if there is a breach of the rules of natural justice in the making of the award; and
- article 34(2)(a)(iii) of the IAA, which provides for setting aside an arbitral award upon proof that 'the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration'.

In the original arbitration, disputes arose from agreements entered into between CKG and CKH where CKG was obliged to supply timber logs to CKH. In addition to the agreed price of the timber logs, CKH would also bear all freight charges and taxes incurred by CKG in supplying the logs. In a separate document accepted as part of the agreement between the parties, a clause included therein provided for a contractual setting-off mechanism through which CKG could reduce its round log volume obligations based on the amount of outstanding debt owed by CKH (debt-to-log conversion). This clause also stipulated that the parties 'will attempt to settle all or any outstanding matters in an amicable manner'. CKH failed to reimburse CKG for the freight charges and taxes incurred and, consequently, CKG reduced its deliveries of timber logs.

9 [2021] SGHC(I) 5.

CKH commenced arbitration against CKG. The tribunal found CKG liable for its failure to supply appropriate quantities of timber logs to CKH and that CKG could not rely on the debt-to-log conversion to reduce its round log volume obligation because CKG did not attempt to settle the dispute in an amicable manner, as required.

Separately, it was not disputed that CKH owed CKG an amount of 50 billion Indonesian rupiah in relation to freight and taxes for logs CKG had already supplied (the principal debt) but this was not addressed by the tribunal in the award. CKG thus applied to the tribunal for an additional award to address the principal debt. However, the tribunal denied this request on the basis that it had no jurisdiction since CKG made no claim for it in the arbitration.

CKG then applied to the SICC to set aside parts of the award. The SICC held that the tribunal had failed to consider the principal debt, which constituted a breach of natural justice. However, the SICC chose to exercise its discretion to suspend the setting-aside proceedings and remitted the award back to the tribunal to decide the principal debt issue.

After consulting the parties, the SICC formulated the issues to be remitted to the tribunal. When the matter returned to the tribunal, CKH made a number of arguments relating to the principal debt, which CKG contended fell outside the scope of the remitted issues. The parties sought the SICC's decision on this dispute and the SICC held that the tribunal's role was strictly limited to the remitted issues.

An appeal was raised by CKH against the SICC's order that the setting-aside proceedings be suspended and the award remitted back to the tribunal. The starting point was the tribunal's refusal to deal with the principal debt on the basis that it had no jurisdiction since CKG made no claim for it in the arbitration. However, the Singapore Court of Appeal observed that:

> *[t]he pleadings are the first place in which to look for the issues submitted to arbitral decision. But matters can arise which are or become within the scope of the issues submitted for arbitral decision, even though they are not pleaded.*

The Court of Appeal further considered the agreed list of issues, opening statements, the evidence adduced and the closing statements. As a result, it found that, on an objective assessment of the parties' positions and course of events, CKG had raised the principal debt issue not merely as a setting-off issue, but as a defence to CKH's claim for a failure of its log supply obligations and as an item to be given full weight in the calculation of the balance of accounts owed between the parties. The Court of Appeal therefore upheld the SICC's decision to partially set aside the award and remit it back to the tribunal.

In a further appeal, CKH appealed against the SICC's order on the remitted issues, which was also dismissed by the Court of Appeal.[10] The Court of Appeal held that, while the power conferred on the court under article 34(4) of the IAA is relatively broad, the scope of remission is necessarily defined by the terms of the order directing the remission. Apart from this order, there is no basis for a party or the tribunal to seek to revisit or expand the subject matter of the award or arbitration. Having made a final award, the tribunal no longer has jurisdiction, save to the extent that the order for remission gave it revived power.

Allegations of prejudgment in related arbitrations rejected

In *CNQ v CNR*, the General Division of the High Court dealt with allegations of prejudgment where the same arbitral tribunal was appointed for two related ICC arbitration proceedings. The award in question was the second award issued by a sole arbitrator in a second ICC arbitration between the parties. In the first arbitration between the same parties, the same arbitrator issued an award against the plaintiff (of the setting-aside proceedings) and found the same for the second award.

The dispute in the arbitrations arose from an agreement for the sale and purchase of specialist optical fibre materials for industrial use. The buyer failed to accept the seller's goods.

In the first arbitration, the seller claimed against the buyer for breach of contract. The arbitrator found that the buyer (ie, the plaintiff) had wrongfully refused to accept the seller's goods under the underlying agreement and awarded damages to the seller.

In the second arbitration, the buyer sought a declaration that it had rightly invoked the force majeure clause under the underlying agreement to avoid liability to the seller. The seller counterclaimed damages against the buyer for non-acceptance of goods under the same agreement, but involving a different period from that in the first arbitration. In the second award, the same arbitrator again ruled that the buyer had breached the agreement and awarded damages to the seller.

The buyer sought to set aside part of the second award in relation to damages on grounds that the arbitrator:

1. 'failed to attempt to understand the new evidence and contentions' in the second arbitration; and
2. 'prejudged issues' in the second arbitration by displaying an unreasonable inclination to uphold his ruling from the first award.

10 *CKH v CKG* [2022] SGCA(I) 6.

For point (1) above, the High Court referred to the principle established in *AKN and another v ALC and others and other appeals*,[11] which is that an inference that an arbitrator failed to consider an important pleaded issue 'if it is to be drawn at all, must be shown to be clear and virtually inescapable'. The High Court emphasised that it would consider not only the award itself, but the entire arbitration record as a whole. In this case, the High Court noted that not only did the arbitrator make reference to the new evidence and contentions in the second award, but also set out his understanding of them and explained his reasons for not accepting them. The High Court therefore found that there was no failure by the arbitrator to attempt to understand the buyer's new evidence and contentions as the buyer had alleged.

For point (2) above, the High Court made reference to the test applied in *BOI v BOJ*:

> *To establish prejudgment amounting to apparent bias, therefore, it must be established that the fair-minded, informed and reasonable observer would, after considering the facts and circumstances available before him, suspect or apprehend that the decision-maker had reached a final and conclusive decision before being made aware of all relevant evidence and arguments which the parties wish to put before him or her, such that he or she approaches the matter at hand with a closed mind.*[12]

In this case, the High Court found that it could not infer from the arbitration record that the arbitrator approached the issues with a closed mind. The High Court further held that '[i]n so far as the arbitrator was being asked to decide the same issues between the same parties, there was nothing inherently wrong in him deciding them the same way'.

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11 [2015] 3 SLR 488 at [46].
12 [2018] 2 SLR 1156 at [109].

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Headquartered in Singapore, WongPartnership is an award-winning law firm and one of the largest in the country. With offices in Shanghai and Yangon – as well as in Abu Dhabi, Dubai, Jakarta, Kuala Lumpur and Manila through member firms of WPG, a regional law network – we are a leading provider of legal services in the Association of Southeast Asian Nations member states, China and the Middle East. Together, we offer the expertise of over 400 professionals to meet the needs of our clients throughout these regions.

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